

EXHIBIT A

JUDGE BUCHWALD
 UNITED STATES DISTRICT COURT
 SOUTHERN DISTRICT OF NEW YORK

07

CV

2998

HARTFORD FIRE INSURANCE COMPANY
 a/s/o Sync Sound, Inc.,

Plaintiff,

-against-

CUSHMAN & WAKEFIELD, INC. and 444 REALTY
 COMPANY, LLC,

Defendants.

X

:

: Case No.

: COMPLAINT

: Jury Trial

: Demanded

: S.D. N.Y.

: CASHIERS

:

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:

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:

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X

Plaintiff, Hartford Fire Insurance Company, by its attorneys Robinson & Cole LLP, as
 and for its complaint against the defendants alleges as follows:

Background

1. This is a subrogation action by plaintiff Hartford Fire Insurance Company ("Hartford"), the first party property insurer of Sync Sound, Inc. ("Sync Sound").
2. Hartford has paid to Sync Sound a total of \$427,975.58 in connection with the loss sustained by Sync Sound on August 14, 2005 arising out of substantial water damage caused by a leaky roof in the building in which Sync Sound was a tenant (the "Loss").
3. This action is brought against Sync Sound's landlord and owner of the building, 444 Realty Company, LLC, and the managing agent of the building, Cushman & Wakefield, Inc., for their failure to repair what they knew was a faulty roof before the flood occurred.
4. In addition to the \$427,975.58 paid by Hartford, Sync Sound incurred a deductible of \$1,000, and therefore the total amount sought in this action is the sum of the two, or \$428,975.58.

Jurisdiction and Venue

5. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §1332 as the action is between citizens of different states, and the matter in controversy exceeds \$75,000.00, exclusive of interest and costs.

6. Venue is proper in this district pursuant to 28 U.S.C. §1391(a).

The Parties

7. At all relevant times herein, Hartford was and still is a corporation organized under the laws of the State of Connecticut with its principal place of business in Hartford, Connecticut.

8. Hartford was the first party property insurer of Sync Sound under policy no. 10 UUN UU5986 which covered the period August 21, 2004 through August 21, 2005 (the "Policy").

9. Pursuant to the Policy and relevant law Hartford, having paid amounts pursuant to the Policy in connection with the Loss, is subrogated to all of Sync Sound's rights and is entitled to pursue claims against parties which may have caused or been responsible for the Loss.

10. At all relevant times, Sync Sound occupied the first floor in a four story building ("Building") which was owned by defendant 444 Realty Company, LLC ("444 Realty").

11. Upon information and belief, at all relevant times herein, defendant 444 Realty was and is still is a corporation organized duly organized and existing under the laws of State of New York with its principal place of business in New York City.

12. Upon information and belief, and at all relevant times herein, defendant Cushman & Wakefield, Inc. ("Cushman & Wakefield") was the managing agent for 444 Realty.

13. Upon information and belief, and at all relevant times herein, Cushman & Wakefield was and still is a corporation duly organized and existing under the laws of the State of New York with its principal place of business in New York City.

The Loss

14. Prior to the flood, which occurred on August 14, 2005, both defendants were aware that the Building's roof was defective, that it had been leaking and that large portions of the roof needed to be replaced.

15. Upon information and belief, prior to November 16, 2004, there were various leaks in the roof of which defendants were aware, and because of these preexisting problems, defendants retained the engineering firm of WJE Engineers & Architects, PC ("WJE") to perform an examination of the roof.

16. On November 16, 2004, WJE commissioned a so-called infrared survey, performed by the firm of Jersey Infrared Consultants, which survey identified a number of wet areas on the roof, i.e. areas where the roofing has been damaged by a lack of water tightness.

17. Despite this clear evidence that the roof required extensive repairs, neither of the defendants did anything to address the situation.

18. Rather, because of the heavy rains on August 14, 2005, substantial puddling developed on the roof, and eventually a large volume of water entered through one or more areas of the defective roof membrane and flooded Sync Sound's premises.

19. The resulting damage included among other things, water damage to three sound recording studios, an equipment room, workshop and reception area, and four sophisticated electronic sound recording mixers suffered varying degrees of water damage.

**First Claim for Relief Against both Defendants
(Negligence)**

20. Hartford repeats and realleges the allegations contained in paragraphs 1 through 19 as though fully set forth at length herein.

21. The defendants had a duty of reasonable care to insure that the roof of the Building was water tight and would not allow water entry which might damage the premises of any of the Building's tenants.

22. The defendants, through their agents, servants, representatives and employees, breached their duty of reasonable care by failing to repair the roof notwithstanding that defendants were on notice of the roof's defective condition many months prior to the Loss.

23. Defendants' conduct was the direct and proximate cause of the Loss.

24. To-date, Hartford has been damaged in the amount of \$427,975.58, the amount it paid to Sync Sound, and additionally Hartford is entitled to recover Sync Sound's \$1,000 deductible, which total \$428,975.58 in damages.

**Second Claim for Relief Against 444 Realty
(Breach of Contract)**

25. Hartford repeats and realleges the allegations contained in paragraphs 1 through 24 as though fully set forth at length herein.

26. Sync Sound is the assignee of a lease with 444 Realty dated October 27, 1983.

27. Among other things, the lease requires 444 Realty to properly maintain the common areas of the Building, including the roof.

28. Paragraph 4 of the lease reads in pertinent part:

Landlord shall maintain and repair the public portions of the building, both exterior and interior.

29. Defendant 444 Realty breached the lease insofar as it failed to maintain the roof of the Building.

30. To-date, Hartford has been damaged in the amount of \$427,975.58, the amount it paid to Sync Sound, and additionally Hartford is entitled to recover Sync Sound's \$1,000 deductible, which total \$428,975.58 in damages.

WHEREFORE, the plaintiff demands judgment as follows:

- I. On the first claim for relief, the amount of \$428,975.58 against the defendants jointly and severally, plus interest from August 14, 2005;
- II. On the second claim for relief, the amount of \$428,975.58 against defendant 444 Realty, plus interest from August 14, 2005;
- III. The costs and disbursements of this action; and
- IV. Such other and further relief as to this Court may seem just and proper.

Dated: New York, New York
April 13, 2007


ROBINSON & COLE LLP
BY: 
MICHAEL B. GOLDEN (MB-0633)
Attorneys for Plaintiff
885 Third Avenue
Suite 2800
New York, New York 10022
212-451-2900

EXHIBIT B

UNITED STATES DISTRICT COURT,
SOUTHERN DISTRICT OF NEW YORK

-----X
:
HARTFORD FIRE INSURANCE COMPANY
a/s/o Sync Sound, Inc., : Case No. 07 CV 2998 NRB
:
Plaintiff, :
:
-against- : **ANSWER**
: **(electronically filed)**
CUSHMAN & WAKEFIELD, INC, and 444 REALTY :
COMPANY, LLC :
:
Defendant(s). : Jury Trial Demanded
:
-----X

The Defendants, CUSHMAN & WAKEFIELD, INC. and 444 REALTY COMPANY, LLC,
as and for their Answer to Plaintiff's Complaint, herein allege as follows upon information and belief:

AS AND TO THE BACKGROUND

1. Denies any knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph designated "1".
2. Denies each and every allegation contained in paragraphs designated "2", "3" and "4".

AS AND TO THE JURISDICTION AND VENUE

3. Denies any knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph designated "5" and "6".

AS AND TO THE PARTIES

4. Denies any knowledge or information sufficient to form a belief as to each and every allegation contained in paragraphs designated "7" and "8".
5. Denies each and every allegation contained in paragraph designated "9", and leaves all questions of law to this honorable court.

AS AND TO THE LOSS

6. Denies each and every allegation contained in paragraphs designated "14", "15", "16" and "17".
7. Denies any knowledge or information sufficient to form a belief as to each and every allegation contained in paragraphs designated "18" and "19".

AS AND TO THE FIRST CLAIM FOR RELIEF

8. As to paragraph 20, Defendants repeat, reiterate and re-allege every denial, denial of knowledge and special denial contained as to paragraphs numbered 1 through 20 of Plaintiff's complaint.
9. Denies each and every allegation contained in paragraph designated "21", and leaves all questions of law to this honorable court.
10. Denies each and every allegation contained in paragraphs designated "22", "23" and "24".

AS AND TO THE SECOND CLAIM FOR RELIEF

11. As to paragraph 25, Defendants repeat, reiterate and re-allege every denial, denial of knowledge and special denial contained in paragraphs numbered 1 through 24 of Plaintiff's complaint.
12. Denies each and every allegation contained in paragraph designated "27", and leaves all questions of law to this honorable court.
13. Denies each and every allegation contained in paragraph designated "29" and "30".

AS AND FOR A FIRST AFFIRMATIVE DEFENSE

14. The alleged causes of action set forth in the complaint did not accrue within the applicable statutory period preceding the commencement of said action, and said action is barred by the statute of limitations.

AS AND FOR A SECOND AFFIRMATIVE DEFENSE

15. The Complaint fails to state a claim upon which relief may be granted against the answering defendant.

AS AND FOR A THIRD AFFIRMATIVE DEFENSE

16. That the plaintiff's alleged damages were not brought about by any negligence on the part of the answering defendant, but rather due to the contributory fault and/or culpable conduct attributable to plaintiff to the extent of total and/or partial diminution of damages alleged in the Complaint.

AS AND FOR A FOURTH AFFIRMATIVE DEFENSE

17. The answering defendant reserves the right to seek indemnification and/or apportionment or contribution from any and all responsible tortfeasors.

AS AND FOR A FIFTH AFFIRMATIVE DEFENSE

18. If the plaintiffs sustained any injuries or damages as alleged in the Complaint, which allegations are expressly denied, then same were sustained because of the culpable conduct of a third-party or parties over whom the answering defendant was not obligated to exercise supervision or control.

AS AND FOR A SIXTH AFFIRMATIVE DEFENSE

19. Plaintiff's claim for subrogation is barred pursuant to the applicable provisions of the lease agreement between plaintiff's insured and the defendants.

AS AND FOR A SEVENTH AFFIRMATIVE DEFENSE

20. Plaintiff's action is barred by way of New York's Antisubrogation Rule, which prohibits an insurer from claiming subrogation from its own insured.

Dated: May 18, 2007
White Plains, New York

ROSENBLUM NEWFIELD, LLC.

s/ James S. Newfield

James S. Newfield / Fed Bar #JN9422
Attorneys for Defendants
CUSHMAN & WAKEFIELD and
444 REALTY COMPANY, LLC
50 Main Street
White Plains, NY 10606
(914) 686-6100

TO:
Michael B. Golden, Esq.
Plaintiff's Attorney
Robinson & Cole, LLP
885 Third Avenue
Suite 2800
New York, New York 10022
(212) 451-2900

AFFIRMATION OF SERVICE

I, James S. Newfield, an attorney licensed to practice law in New York State, affirm under penalties of perjury: I am not a party to the action, am over 18 years of age and reside in Stamford, Connecticut.

I served the within ANSWER by depositing a true copy thereof enclosed in a post-paid wrapper, addressed to the following persons at the last known address set forth after name:

Dated: May 18, 2007
White Plains, New York

Yours, etc.

s/ James S. Newfield

James S. Newfield / Fed Bar #JN9422
ROSENBLUM & NEWFIELD LLC.
Attorneys for Defendants
CUSHMAN & WAKEFIELD and
444 REALTY COMPANY, LLC
50 Main Street, White Plains, NY 10606
(914) 686-6100

TO:

Michael B. Golden
Plaintiff's Attorney
Robinson & Cole, LLP
885 Third Avenue
Suite 2800
New York, New York 10022
(212) 451-2900

EXHIBIT C

The Real Estate Board of New York, Inc.

Agreement of Lease, made as of this 17th day of October 1983, between
 444 REALTY COMPANY, a partnership, having an office in care of Enterprise
 Development Associates, 11 East 44th Street, New York, N.Y. 10017

and of the first part, hereinafter referred to as LANDLORD, and NEXUS PRODUCTIONS, INC., having
 an office at 10 East 40th Street, New York, N.Y.

07300-00010

(See Rider)

party of the second part, hereinafter referred to as TENANT.
 In witness whereof, Landlord hereby leases to Tenant and Tenant hereby hires from Landlord that portion of the
 1st floor as depicted on Exhibit A annexed hereto

the building known as 450 West 56th Street
 Borough of Manhattan, City of New York, for the term of ten (10) years and two (2) months

(or until such term shall sooner cease and expire as hereinafter provided) to commence on the
 1st day of November nineteen hundred and eighty-three, and to end on the
 31st day of January nineteen hundred and ninety-four
 dates inclusive, at an annual rental rate of Ninety three thousand nine hundred eighty four (\$93,984)
 dollars.

\$7,832

h Tenant agrees to pay in lawful money of the United States which shall be legal tender in payment of all debts and dues
 in and private, at the time of payment, in equal monthly installments in advance on the first day of each month during said
 at the office of Landlord or such other place as Landlord may designate, without any set off or deduction whatsoever
 that Tenant shall pay the first monthly installment(s) on the execution hereof (unless this lease be a renewal).

In the event that, at the commencement of the term of this lease, or thereafter, Tenant shall be in default in the payment of rent to Landlord pursuant
 to the terms of another lease with Landlord or with Landlord's predecessor in interest, Landlord may at Landlord's option and without notice to
 add the amount of such arrears to any monthly installment of rent payable hereunder and the same shall be payable to Landlord as additions.

The parties hereto, for themselves, their heirs, distributees, executors, administrators, legal representatives, successors,
 assigns, hereby covenant as follows:

1. Tenant shall pay the rent as above and as hereinafter provided.
2. Tenant shall use and occupy demised premises for general offices and sound taping studios and editing
 rooms and for no other purpose.

3. Tenant shall make no changes in or to the demised premises
 of any nature without Landlord's prior written consent.
 Subject to the prior written consent of Landlord, and to the
 terms of this article, Tenant at Tenant's expense, may make alterations,
 additions or improvements which are non-structural and which
 do not affect utility services or plumbing and electrical lines, in or to the
 of the demised premises by using contractors or mechanics which shall
 by Landlord. All fixtures and all paneling, partitions, railings and like
 items, installed in the premises at any time, either by Tenant or by
 Land in Tenant's behalf, shall, upon installation, become the property of
 Land and shall remain upon and be surrendered with the demised premises.
 Landlord, by notice to Tenant no later than twenty days prior to the
 end of the term of this lease, elects to relinquish Landlord's right
 to and to have them removed by Tenant, in which event, the same shall
 be removed from the premises by Tenant prior to the expiration of the lease,
 at Tenant's expense. Nothing in this article shall be construed to give Land-
 lord the right to prevent Tenant's removal of trade fixtures, moveable office
 furniture and equipment, but upon removal of any such items from the premises or
 removal of other installations as may be required by Landlord, Tenant
 immediately and at its expense, repair and restore the premises to the
 condition existing prior to installation and repair any damage to the demised
 premises or the building due to such removal. All property permitted or re-
 quired to be removed by Tenant at the end of the term remaining in the
 premises after Tenant's removal shall be deemed abandoned and may, at the
 option of Landlord, either be retained as Landlord's property or may be re-
 moved from the premises by Landlord at Tenant's expense. Tenant shall, be-
 fore making any alterations, additions, installations or improvements, at its
 expense, obtain all permits, approvals and certificates required by any govern-
 mental or quasi-governmental bodies and (upon completion) certificates of
 approval thereof and shall deliver promptly duplicates of all such per-
 mits, approvals and certificates to Landlord and Tenant agrees to carry and
 use Tenant's contractors and sub-contractors to carry such workman's
 liability, general liability, personal and property damage insurance as
 and may require. If any mechanic's lien is filed against the demised
 premises, or the building of which the same forms a part, for work claimed to
 be done for, or materials furnished to, Tenant, whether or not done in
 accordance with this article, the same shall be discharged by Tenant within ten
 days, at Tenant's expense, by filing the bond required by law.

casualty, excepted. Notwithstanding the foregoing, all damage or injury
 to the demised premises or to any other part of the building, or to its fix-
 tures, equipment and appurtenances, whether requiring structural or non-
 structural repairs, caused by or resulting from carelessness, omission, ne-
 glect or improper conduct of Tenant, Tenant's servants, employees, invitees
 or licensees, shall be repaired promptly by Tenant at its sole cost and ex-
 pense, to the satisfaction of Landlord reasonably exercised. Tenant shall
 also repair all damage to the building and the demised premises caused by
 the moving of Tenant's fixtures, furniture or equipment. All the aforesaid
 repairs shall be of quality or class equal to the original work or construc-
 tion. If Tenant fails after ten days notice to proceed with due diligence
 to make repairs required to be made by Tenant, the same may be made by the
 Landlord at the expense of Tenant and the expenses thereof incurred
 by Landlord shall be collectible as additional rent after rendition of a
 bill or statement therefor. If the demised premises be or become infested
 with vermin, Tenant shall at Tenant's expense, cause the same to be
 exterminated from time to time to the satisfaction of Landlord. Tenant
 shall give Landlord prompt notice of any defective condition in any
 plumbing, heating system or electrical lines located in, servicing or
 passing through the demised premises and following such notice, Land-
 lord shall remedy the condition with due diligence but at the expense
 of Tenant if repairs are necessitated by damage or injury attributable to
 Tenant, Tenant's servants, agents, employees, invitees or licensees at
 aforesaid. Except as specifically provided in Article 9 or elsewhere in this
 lease, there shall be no allowance to the Tenant for a diminution of rental
 value and no liability on the part of Landlord by reason of inconvenience,
 annoyance or injury to business arising from Landlord, Tenant or others
 making or failing to make any repairs, alterations, additions or improve-
 ments in or to any portion of the building or the demised premises or in
 and to the fixtures, appurtenances or equipment thereof. The provisions
 of this Article 4 with respect to the making of repairs shall not apply in
 the case of fire or other casualty which are dealt with in Article 9 hereof.

Window Cleaning: 5. Tenant will not clean nor require, permit, suffer or
 allow any window in the demised premises to be cleaned
 from the outside in violation of Section 202 of the New
 York State Labor Law or any other applicable law or of
 the Rules of the Board of Standards and Appeals, or of any other Board
 or body having or asserting jurisdiction.

Requirements of Law: 6. Prior to the commencement of the lease term, if Tenant
 is then in possession, and at all times thereafter, Tenant,
 Fire Insurance, at Tenant's sole cost and expense, shall promptly comply
 Floor Loads with all present and future laws, orders and regulations of
 all state, federal, municipal and local governments, departments, commis-
 sions and boards and any direction of any public officer pursuant to law.

* Rider to be added if necessary.

Also, if required by any governmental authority, Landlord may erect an additional stairway through the demised premises in the locations depicted on Schedule B annexed.

on of loss or interruption of business or otherwise. Landlord shall have the right to enter the demised premises at any time for the purpose of showing the same to prospective tenants or mortgagees of the building, and during the last six months of the term for the purpose of showing the same to prospective tenants. Landlord shall, during said six months period, place upon the premises the notices "To Let" and "For Sale" which notices Tenant shall permit to remain thereon without molestation. If Tenant is not present to open permit an entry into the premises, Landlord or Landlord's agents may enter the same whenever such entry may be necessary or permissible by master key or forcibly and provided reasonable care is taken to safeguard Tenant's property and such entry shall not render Landlord or its agents liable therefor, nor in any event shall the obligations of Tenant hereunder be affected. If during the last month of the term Tenant shall have removed all or substantially all of Tenant's property therefrom, Landlord may immediately enter, alter, renovate or re-arrange the demised premises without limitation or abatement of rent, or without liability to Tenant for any compensation and such act shall have effect on this lease or Tenant's obligations hereunder. Landlord shall have the right at any time, without the same constituting an eviction and without incurring liability to Tenant therefor to change the arrangement or location of public entrances, passageways, doors, doorways, corridors, elevators, stairs, toilets, or other public parts of the building and to use the name, number or designation by which the building may be known.

14. No Vaults, vault space or area, whether or not enclosed or covered, not within the property line of the building is leased hereunder, anything contained in or indicated on any sketch, blue print or plan, or anything contained elsewhere in this lease to the contrary notwithstanding. Landlord makes no representation as to the location of the property line of the building. All vaults and vault space and all such areas not within the property line of the building, which Tenant may be permitted to use for occupancy, is to be used and/or occupied under a revocable license. If any such license is revoked, or if the amount of such space or area is diminished or required by any federal, state or municipal authority for public utility, Landlord shall not be subject to any liability nor shall Tenant be entitled to any compensation or diminution or abatement of rent, nor shall such revocation, diminution or requisition be deemed constructive or actual eviction. Any tax, fee or charge of municipal authority for such vault or area shall be paid by Tenant.

15. Tenant will not at any time use or occupy the demised premises in violation of the certificate of occupancy issued for the building of which the demised premises are a part. Landlord has inspected the premises and accepts them as is, subject to the aforesaid except hereafter with respect to Landlord's work. If any, in any event, Landlord makes no representation as to the condition of the premises and Tenant is to accept the same subject to violations whether or not of record.

16. (a) If at the date fixed as the commencement of the term of this lease or if at any time during the term hereby demised there shall be filed by or against Tenant in any court pursuant to any statute either of the United States or of any state, or in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Tenant's property, within 60 days thereafter, Tenant fails to secure a dismissal thereof, or if Tenant makes an assignment for the benefit of creditors or petition for or into an arrangement, this lease, at the option of Landlord, exercised at any reasonable time after notice of the happening of any one or more of such events, may be cancelled and terminated by written notice to the Tenant (but if any of such events occur prior to the commencement date, this lease shall be ipso facto cancelled and terminated) and whether a cancellation and termination occur prior to or during the term, the Tenant nor any person claiming through or under Tenant by virtue of any statute or of any order of any court, shall be entitled to possession or remain in possession of the premises demised but shall forthwith quit and surrender the premises, and Landlord, in addition to the other rights and remedies Landlord has by virtue of any other provision herein or elsewhere in this lease contained or by virtue of any statute or rule of law, may retain as liquidated damages, any rent, security deposit or moneys received by him from Tenant or others in behalf of Tenant. If this lease shall be assigned in accordance with its terms, the provisions of this article 16 shall be applicable only to the party then owning Tenant's interest in this lease.

(b) It is stipulated and agreed that in the event of the termination of this lease pursuant to (a) hereof, Landlord shall forthwith, notwithstanding any other provisions of this lease to the contrary, be entitled to recover from Tenant as and for liquidated damages an amount equal to the difference between the rent reserved hereunder for the unexpired portion of the term demised and the fair and reasonable rental value of the demised premises for the same period. In the computation of such damages the difference between any installment of rent becoming due hereunder prior to the date of termination and the fair and reasonable rental value of demised premises for the period for which such installment was payable shall be discounted to the date of termination at the rate of four per cent per annum. If such premises or any part thereof be re-let by the Landlord for the unexpired term of said lease, or any part thereof, before expiration of proof of such liquidated damages to any court, commission or tribunal, the amount of rent reserved upon such re-letting shall be added to the fair and reasonable rental value for the part or the whole of the premises so re-let during the term of the re-letting. Nothing herein contained shall limit or prejudice the right of the Landlord to prove for or obtain as liquidated damages by reason of such termination, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, such damages are to be proved, whether or not such amount be greater, equal to, or less than the amount of the difference referred to above.

17. (1) If Tenant defaults in fulfilling any of the covenants of this lease other than the covenants to pay the rent or to keep the premises in good repair, or if the demised premises are damaged by negligence or carelessness of Tenant, its agents, employees or invitees, or if any execution or attachment shall be issued against Tenant or any of Tenant's property whereupon the demised

premises shall have default with respect to any other lease between Landlord and Tenant; or if Tenant shall fail to move into and take possession of the premises within fifteen (15) days after commencement of the term of this lease, of which fact Landlord shall be the sole judge; then, in any one or more of such events, of Landlord serving a written five (5) days notice upon Tenant specifying the nature of said default and upon the expiration of said five (5) days, if Tenant shall have failed to comply with or remedy such default, or if the said default or omission complained of shall be of such nature that the same cannot be completely cured or remedied within said five (5) day period, and if Tenant shall not have diligently commenced curing such default within such five (5) day period, and shall not thereafter with reasonable diligence and in good faith proceed to remedy or cure such default, then Landlord may serve a written three (3) days notice of cancellation of this lease upon Tenant, and upon the expiration of said three (3) days, this lease and the term thereof shall end and expire as fully and completely as if the expiration of such three (3) day period were the day herein definitely fixed; and the end and expiration of this lease and the term thereof and Tenant shall then quit and surrender the demised premises to Landlord. Tenant shall remain liable as hereinafter provided.

(2) If the notice provided for in (1) hereof shall have been given and the term shall expire as aforesaid; or if Tenant shall make default in the payment of the rent reserved herein or any item of additional rent herein mentioned or any part of either or in making any, or payment herein required; then and in any of such events Landlord may without notice, re-enter the demised premises either by force or otherwise, and dispossess Tenant by summary proceedings or otherwise, and the legal representative of Tenant or other occupants of demised premises and remove their effects and hold the premises. If this lease had not been made, and Tenant hereby waives the service of notice of intention to re-enter or to institute legal proceedings that end. If Tenant shall make default hereunder prior to the expiration of the term of this lease, Landlord may cancel and terminate such renewal or extension agreement by written notice.

18. In case of any such default, re-entry, expiration and/or Landlord and dispossess by summary proceedings or otherwise, (a) the rent shall become due thereupon and be paid up to the time of such re-entry, dispossession and/or expiration, together with such expenses as Landlord may incur for legal expenses, attorneys' fees, brokerage, and/or putting the demised premises in good order, or for preparing the same for re-rental; (b) Landlord may re-let the premises or any part or parts thereof, either in the name of Landlord or otherwise, for a term or terms, which may at Landlord's option be less than or exceed the period which would otherwise have constituted the balance of the term of this lease and may grant concessions or free rent or charge a higher rental than that in this lease, and/or (c) Tenant or the legal representatives of Tenant shall also pay Landlord, as liquidated damages for the failure of Tenant to observe and perform said Tenant's covenants herein contained, any deficiency between the rent hereby reserved and/or covenanted to be paid and the net amount, if any, of the rents collected on account of the lease or leases of the demised premises for each month of the period which would otherwise have constituted the balance of the term of this lease. The failure of Landlord to re-let the premises or any part or parts thereof shall not release or affect Tenant's liability for damages. In computing such liquidated damages there shall be added to the said deficiency such expenses as Landlord may incur in connection with re-letting, such as legal expenses, attorneys' fees, brokerage, advertising and for keeping the demised premises in good order or for preparing the same for re-letting. Any such liquidated damages shall be paid in monthly installments by Tenant on the rent day specified in this lease and any sum brought to collect the amount of the deficiency for any month shall not prejudice in any way the rights of Landlord to collect the deficiency for any subsequent month by a similar proceeding. Landlord, in putting the demised premises in good order or preparing the same for re-rental may, at Landlord's option, make such alterations, repairs, replacements, and/or decorations in the demised premises as Landlord, in Landlord's sole judgment, considers advisable and necessary for the purpose of re-letting the demised premises, and the making of such alterations, repairs, replacements, and/or decorations shall not operate or be construed to release Tenant from liability hereunder. Aforesaid, Landlord shall in no event be liable in any way whatsoever for failure to re-let the demised premises, or in the event that the demised premises are re-let, for failure to collect the rent thereof under such re-letting, and in no event shall Tenant be entitled to receive any excess if any, of such net rents collected over the sums payable by Tenant to Landlord hereunder. In the event of a breach or threatened breach by Tenant of any of the covenants or provisions hereof, Landlord shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if re-entry, summary proceedings and other remedies were not herein provided for. Mention in this lease of any particular remedy shall not preclude Landlord from any other remedy, in law or in equity. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant's eviction or dispossession for any cause, or in the event of Landlord obtaining possession of demised premises, by reason of the violation by Tenant of any of the covenants and conditions of this lease, or otherwise.

19. If Tenant shall default in the observance or performance of any term or covenant on Tenant's part to be observed or performed under or by virtue of any of the terms or provisions in any article of this lease, then, unless otherwise provided elsewhere in this lease, Landlord may immediately or at any time thereafter and without notice perform the obligation of Tenant hereunder, and if Landlord, in connection therewith or in connection with any default by Tenant in the covenant to pay rent hereunder, makes any expenditures or incurs any obligations for the payment of money, including but not limited to attorney's fees, in instituting, prosecuting or defending any action or proceeding, such sums so paid or obligations incurred with interest and costs shall be deemed to be additional rent hereunder and shall be paid by Tenant to Landlord within five (5) days of rendition of any bill or statement to Tenant therefor, and Tenant's lease term shall have expired at the time of making of such expenditures or incurring of such obligations, such sums shall be recoverable by Landlord as damages.

20. Neither Landlord nor Landlord's agents have made any representations or promises with respect to the physical condition of the building, the land upon which it is erected or the demised premises, the rents, leases, ex-

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been completed, and the landlord shall be responsible for failure to supply heat, elevator, plumbing and electric service, or for failure to prevent or to do so by strikes, accidents or any cause beyond Landlord's control, or by laws, orders or regulations of any Federal, State or Municipal Authority, or failure of coal, oil or gas supply, or inability by exercise of reasonable care to obtain fuel, oil or other suitable fuel. If the building of which the premises are a part supplies manually operated elevator service, Landlord may proceed with alterations necessary to substitute automatic control elevator service upon ten (10) day written notice to Tenant, without in any way affecting the obligations of Tenant hereunder, and that the same shall be done with the minimum amount of inconvenience to Tenant, and Landlord pursues with due diligence the location of the alterations.

[a Letter of Credit in

31. Tenant has deposited with Landlord the sum of \$93,984 as security for the faithful performance and observance by Tenant of the terms, provisions and covenants of this lease. It is agreed that in the event Tenant defaults in any of the terms, provisions and conditions of this lease, including but not limited to, the payment of rent and additional rent, Landlord may, at its option, apply or retain the whole or any part of the security so deposited in full or in part for the payment of any rent and additional rent or other sum as to which Tenant is in default or for any sum which Landlord may expend or may be required to expend by reason of Tenant's default in respect of any of the terms, covenants and conditions of this lease, including but not limited to, any damages or deficiency in the value of the premises, whether such damages or deficiency accrued prior to or after summary proceedings or other re-entry by Landlord. In the event that Tenant shall fully and faithfully comply with all of the terms, covenants and conditions of this lease, the security shall be returned to Tenant after the date fixed as the end of the Lease and after the termination of the tenancy of the premises to Landlord. In the event of a sale of the land and building or leasing of the building, or if the premises form a part, Landlord shall have the right to use the security to the vendee or lessee and Landlord shall thereupon be released by Tenant from all liability for the return of such security. Tenant agrees to look to the new Landlord solely for the return of the security; and it is agreed that the provisions hereof shall apply to any transfer or assignment made of the security to a new Landlord, and further covenants that it will not assign or encumber or attempt to assign or encumber the monies deposited herein as security and that neither Landlord nor its successors or assigns shall be bound by any such assignment, attempted assignment or attempted encumbrance.

32. The Captions are inserted only as a matter of convenience and for reference and in no way define, limit or restrict the scope of this lease nor the intent of any provision thereof.

33. The term "Landlord" as used in this lease means only the owner, or the mortgagee in possession, for the time being of the land and building (or the owner of a lease of the land and building) of which the premises form a part, so that in the event of any sale or lease of said land and building, or in the event of a lease of said building, or of the land and building, the said Landlord shall be and hereby is released and relieved of all covenants and obligations of Landlord hereunder, and it shall be deemed a construed without further agreement.

parties and the purchaser, at any such sale, or the said lessee of the building, or of the land and building, that the purchaser or the lessee of the building, or of the land and building, that the purchaser or the lessee of the building has assumed and agreed to carry out any and all covenants and obligations of Landlord hereunder. The words "re-enter" and "re-entry" as used in this lease are not restricted to their technical legal meaning. The term "business days" as used in this lease shall exclude Saturdays (except such portion thereof as is covered by specific hours in Article 39 hereof), Sundays and all days observed by the State or Federal Government as legal holidays and those designated as holidays by the applicable building service union employees service contract or by the applicable Operating Engineers contract with respect to HVAC service.

34. If an excavation shall be made upon land adjacent to the demised premises, or shall be authorized to be made, Tenant shall afford to the person causing or authorized to cause such excavation, license to enter upon the demised premises for the purpose of doing such work as said person shall deem necessary to preserve the wall or the building of which demised premises form a part from injury or damage and to support the same by proper foundations without any claim for damages or indemnity against Landlord, or diminution or abatement of rent.

35. Tenant and Tenant's servants, employees, agents, visitors, and licensees shall observe faithfully, and comply strictly with, the Rules and Regulations and such other and further reasonable Rules and Regulations as Landlord or Landlord's agents may from time to time adopt. Notice of any additional rules or regulations shall be given in such manner as Landlord may elect. In case Tenant disputes the reasonableness of any additional Rule or Regulation hereafter made or adopted by Landlord or Landlord's agents, the parties hereto agree to submit the question of the reasonableness of such Rule or Regulation for decision to the New York office of the American Arbitration Association, whose determination shall be final and conclusive upon the parties hereto. The right to dispute the reasonableness of any additional Rule or Regulation upon Tenant's part shall be deemed waived unless the same shall be asserted by service of a notice, in writing upon Landlord within ten (10) days after the giving of notice thereof. Nothing in this lease contained shall be construed to impose upon Landlord any duty or obligation to enforce the Rules and Regulations or terms, covenants or conditions in any other lease, as against any other tenant and Landlord shall not be liable to Tenant for violation of the same by any other tenant, its servants, employees, agents, visitors or licensees.

36. Landlord shall replace, at the expense of Tenant, any and all plate and other glass damaged or broken from any cause whatsoever in and about the demised premises. Landlord may insure, and keep insured, at Tenant's expense, all plate and other glass in the demised premises for and in the name of Landlord. Bills for the premiums therefor shall be rendered by Landlord to Tenant at such times as Landlord may elect, and shall be due from, and payable by, Tenant when rendered, and the amount thereof shall be deemed to be, and be paid as, additional rent.

37. The covenants, conditions and agreements contained in this lease shall bind and inure to the benefit of Landlord and Tenant and their respective heirs, distributees, executors, administrators, successors, and except as otherwise provided in this lease, their assigns.

SEE RIDER FOR SECTIONS 38-58, and see Addendum.

In Witness Whereof, Landlord and Tenant have respectively signed and sealed this lease as of the day and year above written.

Witness for Landlord:

444 Realty Company

By Meyer Finkley [L.S.]



Witness for Tenant:

NEXUS PRODUCTIONS, INC.

By John C. Smith [L.S.]



STATE LANDLORD
OF NEW YORK

On this day of 19 before me
my name
known, who being by me duly sworn, did depose and say that he resides
in the
of

apportion described in and which executed the foregoing instrument, as
LOAN, that he knows the seal of said corporation; that the seal affixed to
instrument is such corporate seal; that it was so affixed by order of the Board
of Directors of said corporation, and that he signed his name thereto by like order.

INDIVIDUAL LANDLORD
OF NEW YORK

On this day of 19 before me
my name
known and known to me to be the individual described by and who, as
LOAN, executed the foregoing instrument and acknowledged to me that
he executed the same.

CORPORATE TENANT
STATE OF NEW YORK

On this day of 19 before me
personally came
to me known, who being by me duly sworn, did depose and say that he resides
in the
of
that he is the
of

the corporation described in and which executed the foregoing instrument,
TENANT; that he knows the seal of said corporation; that the seal affixed to
said instrument is such corporate seal; that it was so affixed by order of the Board
of Directors of said corporation, and that he signed his name thereto by like order.

INDIVIDUAL TENANT
STATE OF NEW YORK

On this day of 19 before me
personally came
to me known and known to me to be the individual described by and who,
TENANT, executed the foregoing instrument and acknowledged to me that
he executed the same.

IMPORTANT—PLEASE READ

RULES AND REGULATIONS ATTACHED TO AND MADE A PART OF THIS LEASE IN ACCORDANCE WITH ARTICLE 35.

As entrances, entrances, driveways, passages, courts, elevators, vestibules, stairs,
corridors or halls shall not be obstructed or encumbered by any Tenant or used
for purposes other than for ingress to and egress from the demised premises and
for the storage of merchandise and equipment in a prompt and efficient manner using
the passages designated for such delivery by Landlord. There shall not
be any boxes, or in the public hall of the building, either by any Tenant or
others in the delivery or receipt of merchandise, any hand truck,
those equipped with rubber tires and sidewalk, if said premises are situated
ground floor of the building Tenant thereof shall further, at Tenant's ex-
pense, keep the sidewalks and curbs in front of said premises clean and free from
ice, dirt and rubbish.

No water and wash closets and plumbing fixtures shall not be used for any pur-
pose other than those for which they were designed or constructed and no sweeping,
rags, acids or other substances shall be deposited therein, and the expense of
cleaning, stoppage, or damage resulting from the violation of this rule shall be
by the tenant who, or whose clerk, agent, employee or visitor, shall have
been.

A carpet, rug or other article shall be hung or shaken out of any window or
balcony and no Tenant shall sweep or throw or permit to be swept or thrown
the demised premises any dirt or other substances into any of the corridors,
elevators, or out of the doors or windows or stairways of the building, and
shall not use, keep or permit to be used or kept any foul or noxious gas
lights in the demised premises, or permit or suffer the demised premises to be
so, or used in a manner offensive or objectionable to Landlord or other
tenants of the building by reason of noise, odors and/or vibrations, or interfere
in any way with other tenants or those having business therein, nor shall any article
be kept in or about the building. Smoking or carrying lighted cigars or
pipes in the elevators of the building is prohibited.

Signs or other projections shall be attached to the outside walls of the
building without the prior written consent of Landlord.

Sign, advertisement, notice or other lettering shall be exhibited, inscribed,
or affixed by any Tenant on any part of the outside of the demised premises
building or on the inside of the demised premises if the same is visible from
outside of the premises without the prior written consent of Landlord, except
the name of Tenant may appear on the entrance door of the premises. In
case of the violation of the foregoing by any Tenant, Landlord may remove same
at any liability, and may charge the expense incurred by such removal to
or tenants violating this rule. Interior signs on doors and directory labels

shall be inscribed, painted or affixed for each Tenant by Landlord at the expense
of such Tenant, and shall be of a size, color and style acceptable to Landlord.

6. No Tenant shall mark, paint, drill into, or in any way damage any part of the
demised premises or the building of which they form a part. No boring, cutting or
drilling of holes shall be permitted, except with the prior written consent of
Landlord, and as Landlord may direct. No Tenant shall by means, or other
similar means, or by any means, so that the same shall come in direct contact with the floor
of the demised premises, and, if necessary or other similar floor covering is caused
to be used an interlining of builders' boarding felt shall be first affixed to the floor
by a paste or other material, suitable in water, the use of cement or other similar
adhesive material being expressly prohibited.

7. No additional locks or bolts of any kind shall be placed upon any of the doors
or windows by any Tenant, nor shall any changes be made in existing locks or
mechanism thereof. Each Tenant must, upon the termination of his tenancy, return
to Landlord all keys of doors, offices and toilet rooms, either furnished to, or
otherwise procured by, such Tenant, and in the event of the loss of any key, if
furnished, such Tenant shall pay to Landlord the cost thereof.

8. Freight, furniture, business equipment, merchandise and bulky boxes of any
description shall be delivered to and removed from the premises only on the freight
elevators and through the service entrances and corridors, and only during hours set
in a manner approved by Landlord. Landlord reserves the right to inspect all
freight to be brought into the building and to exclude from the building all freight
which violates any of these Rules and Regulations or the lease of which these Rules
and Regulations are a part.

9. No Tenant shall obtain for use upon the demised premises ice, drinking water
cool and other similar services, or accept barbering or beautician services in the
demised premises, except from persons authorized by Landlord, and at hours
and under regulations fixed by Landlord. Conveyance, soliciting and peddling in
the building is prohibited and each Tenant shall cooperate to prevent the same.

10. Landlord reserves the right to exclude from the building between the hours of
6 P.M. and 4 A.M. and on all days on Sunday, and legal holidays all persons
who do not present a pass to the building signed by Landlord. Landlord will furnish
passes to persons for whom any Tenant requests same in writing. Each Tenant shall
be responsible for all persons for whom he requests such pass and shall be liable to
Landlord for all acts of such persons.

11. Landlord shall have the right to prohibit any advertising by any Tenant which
in Landlord's opinion, tends to impair the reputation of the building or its estab-
lishing as a building for offices, and upon written notice from Landlord, Tenant shall
refrain from or discontinue such advertising.

12. Tenant shall not bring or permit to be brought or kept in or on the demised
premises, any inflammable, combustible or explosive fluid, material, chemical or other
substance, or cause or permit any order of smoking of other practices, or any unusual
or other objectionable odors to permeate in or emanate from the demised premises.

TO

STANDARD FORM OF

Lease

The Real Estate Board of New York, Inc.
Copyright 1973. All Rights Reserved.
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19

Dated

Rent per Year

Rent per Month

Term
From
To

Drawn by
Entered by
Checked by
Approved by

ALDER

Wherever the terms, covenants and conditions contained in the printed portion of this Lease shall be in conflict with any of the terms, covenants and conditions in the Additional Clauses 38-58 that follow, the Additional Clauses shall prevail.

38. Increase in Real Estate Taxes:

The parties hereto, recognizing the sharp increase in taxes and other expenses, and anticipating the continuation to such pattern, desire to set forth a fair and equitable method of defraying and absorbing such increases between Landlord and Tenant. Tenant therefore agrees to pay Landlord, as additional rent, its share of any such increase as follows:

A. As Used In this Article 38, the Following Definitions Shall Apply:

1. "Taxes" as used herein shall mean the aggregate of the following items: (a) real estate taxes, (b) assessments (including without limitation, assessments for public improvements or benefits whether or not commenced or completed during the term of this lease), (c) water charges and (d) sewer rents, which may be assessed, levied, confirmed or imposed on or in respect of, or be a lien upon, the land and/or the Building thereof on which the Demised Premises are a part and (e) any tax or assessment levied, assessed or imposed against such land and/or Building or the rents or profits therefrom or any other charge or levy made by a taxing authority to the extent that the same shall be in lieu of all or any portion of any item set forth herein.

2. "Base Year" shall mean the fiscal year commencing July 1, 1983 and ending June 30, 1984.

3. "Base Tax" shall mean the amount of Taxes, as finally determined, payable by Landlord during the Base Year.

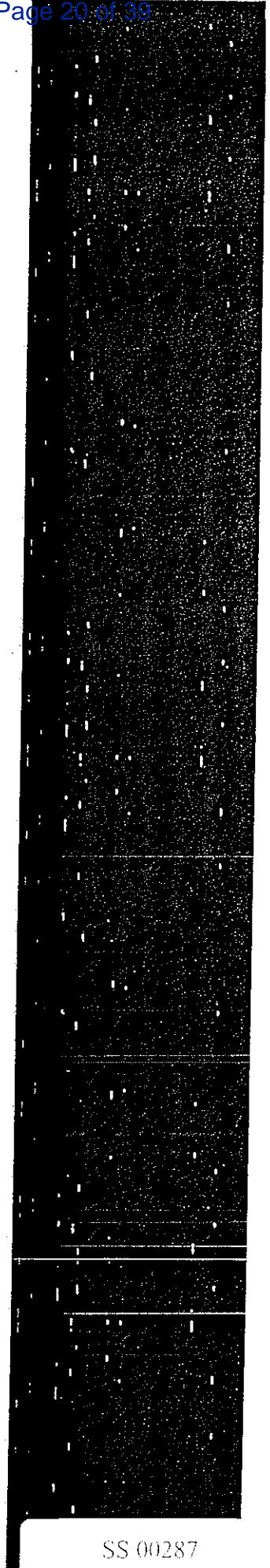
4. Tenant's "Proportionate Share" shall be 16.13% of any increase Taxes over the Taxes in the Base Year.

B. Tenant covenants and agrees to pay, in each and every fiscal year commencing July 1 and ending June 30 during the term of this lease and any and all renewals, extensions and modifications thereof, Tenant's Proportionate Share.

C. Tenant's Proportionate Share shall be due and payable within ten (10) days after Landlord shall have delivered to Tenant a statement setting forth the amount of Tenant's Proportionate Share and the basis therefor. Bills for such Taxes shall be sufficient evidence of amount, for the purpose of calculating Tenant's Proportionate Share. In the event Tenant fails to pay Tenant's Proportionate Share when due, the Landlord shall be entitled, with respect thereto, to any and all remedies to which Landlord may be entitled under this lease for default in the payment of rent. The failure of Landlord to bill Tenant for Tenant's Proportionate Share in any fiscal year shall not prejudice the right of Landlord to subsequently bill Tenant for such fiscal year or any subsequent fiscal year.

D. In the event the Base Tax is reduced as a result of any appropriate proceeding, such reduced liability as finally fixed shall be regarded as the Base Tax and Landlord shall have the right to adjust the amount due from Tenant in any year in which Tenant is or was obligated to pay Tenant's Proportionate Share, and Tenant agrees to pay the amount of such adjustment on the rent installment day next following receipt of a written statement from Landlord setting forth the amount and basis of such adjustment. In the event Landlord shall receive a refund of Taxes for any year during which Tenant has paid Tenant's Proportionate Share, as above provided, the proceeds of such refund, less legal fees and other expenses incurred in collecting the same, shall be applied and allocated to the periods for which the refund was obtained and appropriate adjustment shall be made between Landlord and Tenant.

E. With respect to any period at the expiration of the term of this lease which shall constitute a partial fiscal year, Landlord's statement shall apportion the amount due hereunder. The obligation of Tenant, with respect to Tenant's Proportionate Share applicable for the last year of the term of this lease, or part thereof, shall survive the expiration, or sooner termination, of the term of this lease.



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F. If Tenant's obligation under this Section 38 shall exceed \$5,000 for any tax year, then during the following year, Tenant shall pay monthly a sum to Landlord 1/12 of the amount so charged. Such amounts shall be applied on account of Tenant's obligation hereunder for the then current tax year.

G. Landlord has advised Tenant that the land and Building of which the Demised Premises are a part, constitute a portion of a larger tax lot. Until the land and Building of which the Demised Premises are a part are separately assessed, the Taxes for the Building in which the demised premises are situated shall be deemed 20.2% of the total taxes for said larger tax lot, (i.e. ~~16.13%~~ times 20.2% of the total taxes for said larger tax lot), plus 100% of taxes attributable to all changes and improvements made by Lessee.

39. Escalation - Other Building Expenses:

In addition to the additional rent that may be payable by reason of the escalation set forth in Article 18, hereof, Tenant covenants and agrees to pay Landlord, without set-off or deduction, for each calendar year or portion thereof during the term of this lease, further additional rent as set forth below:

who are members of Local 32B
A. As Used in this Article 39, the Following Definitions Shall Apply:

1. "Labor Rate": The rate of compensation of persons engaged in the general maintenance and operation of the building (herein referred to as "porters") or notwithstanding employed by Landlord or by an independent contractor with whom Landlord shall have contracted or may theretofore contract for such services, and there shall be included in the determination of such Labor Rates the basic wage of porters, hours of employment, number of paid holidays or vacation days, social security taxes, unemployment insurance taxes, payroll and other taxes imposed upon wages, and the cost, if any, of providing disability, hospitalization, medical, welfare, pension, retirement or other benefits imposed by law or by any collective bargaining agreement applicable to such porters. If at any time during the term of this lease porters or persons now designated as porters are no longer engaged in the general maintenance and operation of the Building, there shall be substituted for the words porter or porters, appearing in this paragraph, that classification of employee engaged in the general maintenance and operation of the Building most nearly comparable to the classification now designated as porter or porters.

2. "Base Date": December 31, 1983.

3. "Computation Date": Any February 1st during the term of this lease subsequent to the Base Date; provided, however, that if Labor Rates for the year in which such Computation Date falls are not fixed on or before such Computation Date, then and in such event the Computation Date shall be the first day of the first month following the date on which Landlord or an association representing Landlord or its independent contractor enters into an agreement with the union representing such porters fixing wage rates and benefits, etc.

4. "Tenant's Area": The parties agree that Tenant's Area is 8,391 square feet.

B. If, on any Computation Date during the term of this lease "Labor Rates" shall be in excess of those in effect on the Base Date, Tenant shall pay for the calendar year in which the Computation Date falls, an amount equal to the product obtained by multiplying Tenant's Area by the number of cents (including any fraction of a cent) of such excess of Labor Rates over the Labor Rates in effect on the Base Date.

C. On or after each Computation Date during the term of this lease, Landlord shall render to Tenant a statement (referred to as "Landlord's Labor Statement") containing a computation of any additional rent payable by Tenant by reason of an increase in Labor Rates for the calendar year in which such Computation Date falls. With respect to any period at the expiration of the term of this lease which shall constitute a partial calendar year, Landlord's Labor Statement shall apportion the amount of such increase. The obligation of Tenant in respect to such increase applicable to the last calendar year and/or partial calendar year of the term of this lease shall survive the expiration of said term. In the event Tenant fails to pay the amount shown on Landlord's Labor Statement when due, then Landlord shall be entitled, with respect thereto, to any and all remedies to which Landlord may be entitled under this lease for default in the payment of rent. The failure of Landlord to render a Landlord's Labor Statement under the provisions of this paragraph shall not prejudice the right of Landlord to thereafter render said statement for such calendar year or any subsequent calendar years.

D. Any additional rent shown upon Landlord's Labor Statement as aforesaid shall be payable by Tenant on the first day of the first month after the date of delivery of such Landlord's Labor Statement.

E. If Tenant's obligation under this Section 36 shall exceed \$5,000 for any calendar year, then during the following year, Tenant shall pay monthly a sum equal to 1/12 of the amount so charged. Such amounts shall be applied on account of Tenant's obligation hereunder for the then current year.

40. Within 90 days of the execution and exchange of this Lease Tenant may assign this lease to a corporation to be formed by Tenant, provided all of the stock of which shall be owned by Tenant. Upon such assignment, Tenant shall be relieved of all of its obligations hereunder, provided Tenant shall execute and deliver an unconditional Guarantee of all of Tenant's obligations accruing hereunder during the first four (4) years and two (2) months of the Lease term.

41. Tenant's Installations:

Notwithstanding anything hereinbefore contained to the contrary, provided Tenant complies with all of the laws, orders, rules and regulations of the governmental authorities and the Fire Insurance Rating Organization having jurisdiction thereof and the local Board of Fire Underwriters, or any other similar body, and provided further Tenant is not in default under any of the terms, covenants and conditions of this lease, Tenant shall have the right, at its own cost and expense, to install such machinery, equipment and fixtures as may be required for the proper conduct of Tenant's business, except that Landlord's prior consent shall be required for any installation requiring structural alteration or changes to the Demised Premises. Subject to the provisions of this Article, any and all movable machinery, equipment and fixtures installed by Tenant (sometimes herein referred to as "Tenant's Property") shall remain personalty notwithstanding the fact that it may be affixed or attached to the realty, and shall, during the term of this lease or any extension or renewal thereof, belong to and be removable by Tenant, provided that (a) Tenant shall remove said installations prior to the expiration of such term or the sooner termination thereof; and (b) Tenant shall repair any damage caused by said removal and shall deliver the Demised Premises to Landlord in the same condition as upon the commencement of the term hereof, reasonable wear and tear excepted. Prior to the expiration of the term or sooner termination thereof, Tenant shall, at its own cost and expense, remove from the Demised Premises all of Tenant's Property except such items thereof as Tenant shall have expressly agreed in writing with Landlord are to remain and to become the property of Landlord, and Tenant shall repair any damage to the Demised Premises resulting from such removal.

Tenant shall ascertain from Landlord within thirty (30) days prior to the end of the term hereof or any extension or renewal thereof whether Landlord desires to have any nonmovable fixtures, machinery and/or equipment permanently installed by Tenant removed from the demised premises and, if Landlord shall so desire, Tenant shall, prior to the end of the term hereof, remove such indicated items and restore the Demised Premises with respect thereto, to the same condition as upon the commencement of the term hereof, reasonable wear and tear excepted. All fixtures, machinery and equipment installed by Tenant, except those items which Landlord expressly agrees are to remain in the Demised Premises and become the property of Landlord, remaining within the Demised Premises after the expiration of such term or sooner termination thereof and after Tenant is no longer in possession of the demised premises shall, at Landlord's option, either (i) become the property of Landlord, free of any claim by Tenant or any person claiming through Tenant, or (ii) be removed and disposed of by Landlord, at Tenant's cost and expense, without further notice to or demand upon Tenant. Machinery, fixtures, chattels, or equipment, if any, furnished or installed by Tenant, the cost of which is to be borne by Landlord, shall become the property of Landlord upon payment therefor by Landlord or reimbursement of Tenant by Landlord, as the case may be, and shall not be removed by Tenant. Tenant's obligations under this Article shall survive the expiration or sooner termination of the term hereof.

Upon the completion of and payment for Tenant's work, and upon submission of reasonable proof of the same and reasonable proof of:

- (a) the compliance and conformance of such work with all government agencies having jurisdiction thereover, if any;
- (b) the compliance and conformance of such work with the recommendation of the Board of Fire Underwriters.

Landlord will contribute the sum of \$149,582 towards the cost thereof to Tenant, within fifteen (15) days after appropriate request therefor.

42 - Indemnity-Liability Insurance

Tenant agrees to indemnify and save Landlord harmless against and from any and all claims by or on behalf of any person or persons, firm or firms, corporation or corporations, arising from any, work or thing whatsoever done by or on behalf of Tenant, in or about the demised premises, and will further indemnify and save Landlord harmless against and from any and all claims arising from any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of Tenant to be performed, pursuant to the terms of this lease, or arising from any act or negligence of Tenant, or any of its agents, contractors, servants, employees or licensees, and from and against all costs, reasonable counsel fees, expenses and liabilities incurred in or about any such claim or action or proceeding brought thereon; and in case any action or proceeding be brought against Landlord by reason of any such claim, Tenant, upon notice from Landlord, covenants to resist or defend, at Tenant's expense, such action or proceeding by counsel reasonably satisfactory to Landlord.

Tenant covenants to provide on or before the commencement date of the term hereof and to keep in force during the term hereof for the benefit of Landlord and Tenant a comprehensive policy of liability insurance protecting Landlord and Tenant against any liability whatsoever occasioned by accident on or about the Demised Premises or any appurtenances thereto. Such policy is to be written by good and solvent insurance companies satisfactory to Landlord, and the limits of liability thereunder shall not be less than the amount of Five Hundred Thousand (\$500,000.00) Dollars—in respect of any one person, in the amount of One Million (\$1,000,000.00) Dollars—in respect of any one accident, and in the amount of Twenty-Five Thousand (\$25,000.00) Dollars—in respect of property damages. Such insurance may be carried under a blanket policy covering the Demised Premises and other locations of Tenant, if any. Prior to the time such insurance is first required to be carried by Tenant and thereafter, at least fifteen (15) days prior to the expiration of any such policy, Tenant agrees to deliver to Landlord either a duplicate original of the aforesaid policy or a certificate evidencing such insurance may not be cancelled except upon ten (10) days' notice to Landlord, together with evidence of payment for the policy. Tenant's failure to provide and keep in force the aforementioned insurance shall be regarded as a material default hereunder, entitling Landlord to exercise any or all of the remedies as provided in this lease in the event of Tenant's default.

43. Tenant's Certificate:

Tenant shall, without charge, at any time and from time to time, within ten (10) days after request, by Landlord, certify by written instrument, duly executed, acknowledged and delivered, to any mortgagee, assignee of any mortgage or purchaser, or any proposed mortgagee, assignee of any mortgage or purchaser, or any other person, firm or corporation specified by Landlord:

- (a) that this lease is unmodified and in full force and effect (or, if there has been modification, that the same is in full force and effect as modified and stating the modifications);
- (b) whether or not there are then existing any set-offs or defenses against the enforcement of any of the agreements, terms, covenants or conditions hereof upon the part of Tenant to be performed or complied with (and, if so, specifying the same); and
- (c) the dates, if any, to which the rental and other charges hereunder have been paid in advance.

44. Modification for Mortgagees:

If, in connection with obtaining financing or refinancing for the Building of which the Demised Premises form a part, a banking, insurance or other institution lender shall request reasonable modifications to this lease as a condition to such financing or refinancing, Tenant will not unreasonably withhold, delay or defer its consent thereto, provided that such modifications do not increase the obligations of Tenant hereunder (except, perhaps, to the extent that Tenant may be required to give notices of any defaults by Landlord to such lender and/or permit the curing of such defaults by such

lender together with the granting of such additional time for such curing as may be required for such lender to get possession of the said Building) or materially adversely affect the leasehold interest hereby created. In no event shall a requirement that the consent of any such lender be given for any modification, termination or surrender of this lease be deemed to materially adversely affect the leasehold interest hereby created.

45. Broker:

Tenant represents and warrants that it has dealt with no broker except N. Peter Burton & Co., Inc.; and Cushman & Wakefield, Inc. (the "Broker") in connection with the execution of this Lease or the showing of the Demised Premises and agrees to hold and save Landlord harmless from and against any and all liabilities from any claims of any Broker (including without limitation, the cost of counsel fees in connection with the defense of any such claims) except the Broker.

46. "As-Is" Condition:

Tenant has examined and inspected the Demised Premises and Tenant agrees to accept said Demised Premises in their as-is condition existing on the commencement date of the term hereof.

47. Exculpatory Clause:

If the Landlord or any successor in interest be an individual, joint venture, tenancy in common, co-partnership, unincorporated association, or other unincorporated aggregate of individuals or a corporation (all of which are referred to below, individually and collectively, as a "landlord entity"), then anything elsewhere to the contrary notwithstanding, Tenant shall look solely to the estate and property of such landlord entity in the land and Building of which the Demised Premises are a part, for the satisfaction of Tenant's remedies for the collection of a judgment (or other judicial process) requiring the payment of money by Landlord in the event of any default or breach by Landlord with respect to any of the terms, covenants and conditions of the lease to be observed and/or performed by Landlord, and no other property or assets of such landlord entity shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies.

to serve the demised premises and first floor lobby

48. Air Conditioning:

So long as Tenant shall have duly kept and performed all of the terms, conditions, covenants and agreements and provisions to be kept and performed by Tenant under this Lease, Tenant shall be permitted to use the air conditioning package systems Landlord is installing ~~on each floor~~, with the understanding that the Tenant agrees, at its sole cost and expense, to do all the duct work necessary to bring the air conditioning to the Demised Premises and lobby.

Tenant shall be required to pay for any and all electricity required for the operation of such air conditioning equipment; the installation and operation of such air conditioning equipment shall not increase the cost to Landlord of operating and maintaining the building; Tenant shall maintain and repair such air conditioning equipment, including replacements, if any, at Tenant's sole cost and expense, and the installation and the operation of such air conditioning equipment shall not affect the utilities services or plumbing or electrical lines or mechanical systems of the building.

49. Attornment:

A. Tenant agrees that if by reason of default on the part of Landlord herein, under any ground or underlying lease or any leasehold mortgage affecting Landlord's interest (as ground lessee), a ground or underlying lessor or a leasehold mortgagee shall enter into and become possessed of the real property of which the Demised Premises for a part, or any part or parts of such real property, either through possession or foreclosure action or proceedings, or through the issuance and delivery of a new lease of the Premises covered by the ground or underlying lease to said leasehold mortgagee, then, if this Lease is in full force and effect at such time, Tenant shall attorn to such lessor or such leasehold mortgagee as its Landlord; and in such event, such lessor or leasehold mortgagee shall not be liable to Tenant for any defaults theretofore committed by Landlord and no such default shall give rise to any rights of offset or deduction against the rents payable under this Lease.

B. The provisions for attornment hereinbefore set forth shall not require the execution of any further instrument. However, if any such lessor or mortgagee to which Tenant agrees to attorn, as aforesaid, reasonably requests a further instrument expressing such attornment, Tenant agrees to execute the same promptly and if Tenant fails so to do, Tenant hereby appoints Landlord Tenant's attorney-in fact to execute any such instrument for and on behalf of Tenant.

51. Saving Provision:

If any provision of this Lease, or its application to any situation shall be invalid or unenforceable to any extent, the remainder of this Lease, or the application thereof to situations other than that as to which it is invalid or unenforceable, shall not be affected thereby, and every provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

52. Lease Not Binding Unless Executed:

Submission by Landlord of the within Lease for execution by Tenant, shall confer no rights nor impose any obligations on either party unless and until both Landlord and Tenant shall have executed this Lease and duplicate originals shall have been delivered to the respective parties.

53. Entire Agreement:

No earlier statement or prior written matter shall have any force or effect. Tenant agrees that it is not relying on any representations or agreements other than those contained in this Lease. This agreement shall not be modified or cancelled except by writing subscribed by all the parties.

54.) Late Payment Clause:

It is agreed that the rental under this lease is due and payable in equal monthly installments in advance on the first day of each month during the entire lease term. In the event that any monthly installment of rent, or any other payment, required to be made by the Tenant under this Lease shall be overdue, a late charge of 2% for each dollar so overdue may be charged by the Landlord for each month, or fraction of each month, from its due date until paid, for the purpose of defraying the expense incurred in handling delinquent payments.

55. Security: On execution and exchange hereof, Tenant has delivered to Landlord a twelve (12) month, \$93,984 irrevocable Letter of Credit issued by an entity licensed to transact commercial banking in the State of New York, in form which may be drawn upon at any time during said year by sight draft and affidavit of Landlord to the effect that Landlord is entitled to such sum specified in the affidavit and draft under the Letter of Credit by reason of Tenant's default under the Lease, in the same way as Landlord would be entitled to use and/or apply a cash security deposit under Section 31.

56. The Tenant's Covenants:

The Tenant will take good care of the demised premises, its fixtures, equipment and appurtenances, and all alterations, additions and improvements thereto; suffer no waste or injury thereto; make all repairs in and about the same, except to pipes, wires and conduits for the building which pass through the Demised Premises and except heating coils not in the Demised Premises, necessary to preserve them in good order and condition, promptly pay the expense of such repairs and will not call upon the Landlord for any expenditure for repairs or improvements during the entire term of this lease. The Tenant will comply, at Tenant's expense with all laws, orders, ordinances and regulations applicable to the demised premises or to

the Tenant's occupation thereof, of the Federal, State, County and Municipal authorities and of each and every department, bureau and official thereof, and with any direction of any public office or officer, pursuant to law, which shall impose any duty upon Landlord or the Tenant with respect to the demised premises or the use and occupation thereof, and shall comply with all rules, orders and regulations of the New York Board of Fire Underwriters or any similar body applicable to the demised premises, as well as of any insurer under a policy affecting said demised premises. The Tenant will indemnify and save harmless the Landlord from and against any and all liability, penalties, fines, damages, expenses and judgments, including reasonable counsel fees, arising from injury to persons or property of any nature or extent occasioned wholly or in part by any act or acts, omission or omissions of the Tenant, or of the employees, guests, licensees, agents, assigns, or under-tenants of the Tenant, and also for any matter or thing growing out of the use or occupation by the Tenant of the demised premises, or of its streets, sidewalks or vaults adjacent thereto during said term, and if any such penalties, fines, damages, expenses and judgments, including counsel fees are paid by the Landlord, each sum so paid shall be due and payable by the Tenant as additional rent hereunder. The Tenant will permit the Landlord at all times during usual business hours to enter the demised premises for the purpose of inspection; permit the Landlord to make repairs alterations and improvements to all parts of the building, and to comply with all orders and requirements of any governmental authority applicable to said building or to any occupation thereof; permit workmen with necessary materials and tools, when authorized by Landlord or Landlord's agent, to enter the demised premises to make or facilitate such repairs. Landlord agrees to exercise its rights under this paragraph in such a manner so as to reduce the interference with Tenant's use and enjoyment.

The Tenant accepts the demised premises in the condition as said premises now exist with full knowledge that the Landlord in no way represents that a license or permit for any business or purpose for which the premises may be used will be granted or continued if such license or permit is required by any law now in force or which may hereafter be enacted.

(by reason of such exercise) of the demised premises as much as practicable.

57.) Lawful Use

Tenant has made an independent inspection of the Demised Premises and of all lawful requirements for the use and occupation of the premises for studios and editing rooms as set forth in Section 2. Tenant covenants and agrees to make all applications with all governmental authorities and perform at its expense all modifications and installations (subject to Sections 3 and 38) which may be required to the Demised Premises or to the Building of which the Demised Premises are a part in order to obtain all lawful consents and approvals for such uses. If any of the uses set forth in Article 2 shall be unlawful for any reason, other than the failure of Landlord to complete its work specified in Exhibit "B", then this Lease shall be fully enforceable by the Landlord except that Tenant's use shall be limited to only those uses, if any, for which Tenant has been able to procure all appropriate governmental consents and approvals. Landlord shall, at Tenant's expense, join in such application or make such application as may be required to obtain any such consent or approval.

58. Inducement to Tenant:

In order to induce Tenant to execute and exchange this Lease, Landlord has represented and agreed that:

a. Landlord shall not lease any portion of the Building to any tenant for a use of such space in a manner as would cause "extraordinary noise" (as hereinafter defined). Such uses which may cause "extraordinary noise" shall include, without limitation, the following: manufacturing, printing, model building, carpentry, cabinet making, warehousing, gymnasium, disco, dance studio and any other business or activity which would cause high impact noise or diaphramatic noise. Also, the following types of machinery and types of similar to the following, shall not be permitted to be used in any portion of the Building: printing presses, stamping machines, milling machines, grinding equipment, electric saws, air compressors, internal combustion engines, vibrating furniture, paint mixers, forklifts, centrifugal extractors and motor vehicles. In no event shall any of the following enumerated items be considered a purpose or use which would cause extraordinary noise: general, executive and back room offices; and schools and colleges. With respect to the remaining portion of the ground floor not demised hereunder, in addition to the foregoing specifically permitted uses, the ground floor may also be used as a retail establishment, restaurant and/or bar and grill. "Extraordinary noises" shall be of a level which shall be transmitted into the demised premises in excess of 45 dbA when measured 6" from the surface of the demising walls or ceiling.

b. As a part of Landlord's work, Landlord will cause the electricity which shall serve the demised premises and the air conditioning unit(s) which serve the demised premises to be separately metered so that Tenant's electric charges referred to in Section 12 hereof shall only be to the extent of the usage reflected on such meter(s) and at the same cost thereof to Tenant had such service been provided to Tenant directly by the public air conditioning unit(s) which shall serve the demised premises shall also serve the lobby area on the first floor.

c. Landlord has agreed that the Tenant shall have 24 hour access, 7 days per week, to the Building, however, Tenant understands and agrees that Landlord shall be required to provide heat only during normal business hours, e.g. 9:00 a.m. to 6:00 p.m. Mondays through Fridays and 9:00 a.m. to 1:00 p.m. on Saturdays.

d. The rent shall commence sixty (60) days after Landlord has "substantially" (as said term is hereinafter defined) completed its work and turned the demised premises over to Tenant for performance by Tenant of its work. Tenant shall not be responsible for rent during any period wherein a permanent or temporary certificate of occupancy has not been issued for the Building or demised premises unless such issuance was prevented by acts of the Tenant. "Substantially" as used herein shall mean that any work as is complete shall be minor "punchlist" items or items which will not interfere with or impede Tenant's work or thereafter the Tenant's use and occupancy.

e. With respect to paragraph 12 and the insert thereto, it is understood and agreed that if Landlord erects an additional stairway in the Building through the demised premises, then: a) the fixed minimum rental of \$93,984 per annum, shall be reduced by a product obtained by multiplying \$12.00 times the number of square feet lost (e.g. the area occupied by such replacement stairway in the demised premises less any area added to the demised premises by the removal of any relocated stairway; and b) Tenant's area of 8,391 square feet set forth in Section 39 shall be reduced by the number of square feet lost; and c) said stairway, if constructed within the demised premises, shall be erected in only one of the areas designated on Exhibit A attached hereto and made a part hereof. Further, if, in Tenant's reasonable opinion, the stairwell as relocated within the demised premises shall make it impracticable for Tenant to use the demised premises for the purposes herein provided, then Tenant shall have the right and option to cancel and terminate this Lease effective no later than 30 days after the construction and installation of such stairwell.

ADDENDUM TO LEASE
@ 450 West 56th Street

NEXUS, INC. ("Tenant")

This Addendum modifies and supplements the referenced Lease and in the event of any conflict between either the printed portion or the Rider, this Addendum shall control:

1. At the time Landlord delivers the demised premises to Tenant, Landlord's work must be substantially finished, the premises "broom clean" and all Landlord's work in proper working order. Landlord's work shall include:

1. Repair of ceiling slab
2. Finish bathrooms
3. Repair of roof drain in SW corner
4. Demising walls fully constructed (8" concrete block)
5. Radiators installed on 10th Avenue wall
6. 200A 3 phase electric service to breaker panel in electric closet of demised premises
7. Hydraulic pump for freight elevator will be shock mounted

2. The following paragraphs shall be modified as follows:

#29: Any equipment (sprinklers, standpipes, hoses, etc.) necessary to conform with rules of Fire Insurance Exchange or Underwriters (unless such equipment is necessary because of the nature of Tenant's business or the uniqueness of Tenant's construction, which equipment shall be installed by Tenant at its expense) shall be installed by Landlord at Landlord's expense.

#41: Tenant will install its entrance and canopy on the 10th Avenue side, subject to Landlord's permission, which, will not be unreasonably withheld or delayed. Landlord's permission to have an exterior sign identifying Tenant, shall not be unreasonably withheld or delayed (Rule and Regulations #5).

#58 and #48: Tenant will get exclusive use of ground floor 20 ton air conditioning unit.

3. This Lease may be assigned to another company, on notice to Landlord, if a majority of the capital stock of such other company is held by Tenant and Tenant is not relieved of its obligations hereunder.

4. Landlord shall be permitted access, at reasonable times on reasonable notice, to the following portions of the demised premises: The freight elevator equipment room; the telephone room; the electrical closet; and the mechanical room.

5. Notwithstanding any provision to the Lease to the contrary, the parties have agreed that the rent commencement date shall be February 1, 1984 provided however, that Landlord has completed the work specified in Addendum 1 above, except as follows:

a. The demising walls need not be completed, until a reasonable period of time after Tenant has constructed its entrance on Tenth Avenue; and

b. The radiators along the Tenth Avenue wall will be installed promptly after their receipt by Landlord for installation, provided however, that prior to November 30, 1983, the plumbing necessary to accommodate such radiators are completed, and Landlord shall act with all due diligence to install such radiators within a reasonable time so as not to interfere either with Tenant's use and occupancy, nor with Tenant's construction.

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on or before November 30, 1983

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a. Landlord shall not lease any portion of the Building to any tenant for a use of such space in a manner as would cause "extraordinary noise" (as hereinafter defined). Such uses which may cause "extraordinary noise" shall include, without limitation, the following: manufacturing, printing, model building, carpentry, cabinet making, warehousing, gymnasium, disco, dance studio and any other business or activity which would cause high impact noise or diaphramatic noise. Also, the following types of machinery and types of similiar to the following, shall not be permitted to be used in any portion of the Building: printing presses, stamping machines, milling machines, grinding equipment, electric saws, air compressors, internal combustion engines, vibrating furniture, paint mixers, forklifts, centrifugal extractors and motor vehicles. In no event shall any of the following enumerated items be considered a purpose or use which would cause extraordinary noise: general, executive and back room offices; and schools and colleges. With respect to the remaining portion of the ground floor not demised hereunder, in addition to the foregoing specifically permitted uses, the ground floor may also be used as a retail establishment, restaurant and/or bar and grill. "Extraordinary noises" shall be of a level which shall be transmitted into the demised premises in excess of 45 dbA when measured 6" from the surface of the demising walls or ceiling.

b. As a part of Landlord's work, Landlord will cause the electricity which shall serve the demised premises and the air conditioning unit(s) which serve the demised premises to be separately metered so that Tenant's electric charges referred to in Section 12 hereof shall only be to the extent of the usage reflected on such meter(s) and at the same cost thereof to Tenant had such service been provided to Tenant directly by the public air conditioning unit(s) which shall serve the demised premises shall also serve the lobby area on the first floor.

c. Landlord has agreed that the Tenant shall have 24 hour access, 7 days per week, to the Building, however, Tenant understands and agrees that Landlord shall be required to provide heat only during normal business hours, e.g. 9:00 a.m. to 6:00 p.m. Mondays through Fridays and 9:00 a.m. to 1:00 p.m. on Saturdays.

d. The rent shall commence sixty (60) days after Landlord has "substantially" (as said term is hereinafter defined) completed its work and turned the demised premises over to Tenant for performance by Tenant of its work. Tenant shall not be responsible for rent during any period wherein a permanent or temporary certificate of occupancy has not been issued for the Building or demised premises, unless such issuance was prevented by acts of the Tenant. "Substantially" as used herein shall mean that any work as is complete shall be minor "punchlist" items or items which will not interfere with or impede Tenant's work or thereafter the Tenant's use and occupancy.

e. With respect to paragraph 12 and the insert thereto, it is understood and agreed that if Landlord erects an additional stairway in the Building through the demised premises, then: a) the fixed minimum rental of \$93,984 per annum, shall be reduced by a product obtained by multiplying \$12.00 times the number of square feet lost (e.g. the area occupied by such replacement stairway in the demised premises less any area added to the demised premises by the removal of any relocated stairway; and b) Tenant's area of 8,391 square feet set forth in Section 39 shall be reduced by the number of square feet lost; and c) said stairway, if constructed within the demised premises, shall be erected in only one of the areas designated on Exhibit A attached hereto and made a part hereof. Further, if, in Tenant's reasonable opinion, the stairwell as relocated within the demised premises shall make it impracticable for Tenant to use the demised premises for the purposes herein provided, then Tenant shall have the right and option to cancel and terminate this Lease effective no later than 30 days after the construction and installation of such stairwell.

EXHIBIT D

UNITED STATES DISTRICT COURT,
SOUTHERN DISTRICT OF NEW YORK

-----X
HARTFORD FIRE INSURANCE COMPANY

a/s/o Sync Sound, Inc.,

Plaintiff,

-against-

CUSHMAN & WAKEFIELD, INC, and 444 REALTY
COMPANY, LLC

Defendant(s).

: Case No. 07 CV 2998 NRB

: **AFFIDAVIT**

-----X
STATE OF NEW YORK)

) ss:

COUNTY OF NEW YORK)

Richard J. Tufano, being duly sworn deposes and says:

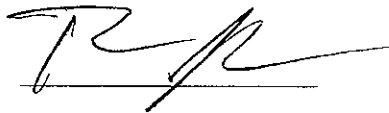
1. I am the Vice President and General Counsel for Enterprise Asset Management, Inc., ("Enterprise"), and I am employed by Enterprise.
2. Enterprise is the sole manager of the Defendant, 444 Realty Company, LLC, ("444 Realty").
3. Defendant 444 Realty has no employees and is managed only by its manager Enterprise through the employees of Enterprise.
4. 444 Realty was originally formed as a New York limited partnership under the name "444 Realty Company" (the "Limited Partnership") by Certificate of Limited Partnership filed with the Clerk of New York County on September 26, 1972; which Certificate of Limited Partnership was amended by Certificate of Amendment of Certificate of Limited Partnership which was filed with the Secretary of State of the State of New York on January 4, 1993 which inter alter changed the name of the Limited Partnership to "444 Realty Company LP."

5. The Limited Partnership was converted to a limited liability company, pursuant to Section 1006 of the New York Limited Liability Company Law on April 10, 1997 and its name was changed to "444 Realty Company, LLC" in connection with such conversion. In addition, in April 1997, Enterprise assumed its role as the Manager of Defendant 444 Realty Company LLC. The Limited Partnership and Defendant 444 Realty are the same entity and have a continuity of existence and ownership.
6. On October 27, 1983, Defendant, 444 Realty (under its former name, "444 Realty Company"), as landlord/owner of building located at 444-450 West 56th Street, entered into the Original Lease Agreement with tenant, Nexus Productions, Inc. for space located at 444-450 West 56th Street. The aforementioned Original Lease Agreement was made and kept by me in the ordinary course of business of Defendant 444 Realty, and it is the ordinary practice of said company to keep such agreements. A true and correct copy of this lease is annexed as 'Exhibit C' to Defendants' Motion for Summary Judgment Pursuant to Rule 56.
7. On November 15, 1984, plaintiff, Sync Sound, Inc., acquired tenant Nexus' rights and assumed all Nexus' obligations under the Original Lease by Assignment. The aforementioned Original Lease by Assignment was made and kept by me in the ordinary course of business of Defendant 444 Realty, and it is the ordinary practice of said company to keep such agreements. A true and correct copy of said Assignment is annexed as 'Exhibit E' to Defendants' Motion for Summary Judgment Pursuant to Rule 56.
8. On November 13, 1989, Defendant, 444 Realty and Sync Sound, Inc. entered into a Fourth Lease Amendment for space located at 444-450 West 56th Street. This Lease Amendment acknowledges that Sync Sound, Inc. is the tenant in question. It also incorporates the Original Lease and all prior riders, addendum and amendments thereto. The aforementioned Fourth Lease Amendment was made and kept by me in the ordinary course of business of Defendant 444 Realty, and it

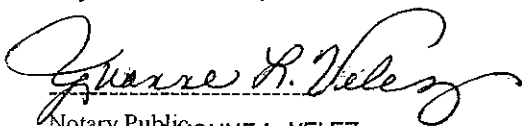
is the ordinary practice of said company to keep such agreements. A true and correct copy of said amendment is annexed as 'Exhibit F' to Defendants' Motion for Summary Judgment Pursuant to Rule 56.

9. On August 13, 2003, Defendant, 444 Realty and Sync Sound, Inc. entered into a Sixth Lease Amendment for space located at 444-450 West 56th Street. This Lease Amendment was in full effect at the time of the alleged loss and stated that the Original Lease and all agreements were in full force and effect. The aforementioned Sixth Lease Amendment was made and kept by me in the ordinary course of business for Defendant 444 Realty and it is the ordinary practice of Defendant 444 Realty to keep such agreements. A true and correct copy of said amendment is annexed as 'Exhibit G' to Defendants' Motion for Summary Judgment Pursuant to Rule 56.
10. On or about, April 10, 1973, Defendant, Cushman & Wakefield, Inc. was hired to manage the building at 444-450 West 56th Street, which is owned by Defendant, 444 Realty, and has continued to manage said building to this date. In its capacity of building manager, Cushman & Wakefield, Inc. has been operating as an agent of the Defendant, 444 Realty.
11. On or about April 28, 2004 Cushman & Wakefield, Inc. recommended to Enterprise, as the Manager of Defendant 444 Realty, a comprehensive roofing survey of the building at 444-450 West 56th Street, which is owned by Defendant, 444 Realty.
12. Upon approval from Enterprise, in its capacity as Manager of Defendant 444 Realty, Cushman and Wakefield, Inc., obtained bids from several roofing engineer companies to evaluate the roof of the building at 444-450 West 56th Street, which is owned by Defendant, 444 Realty.

13. WJE Engineers & Architects, P.C. was selected as the roofing engineer, and was given approval to commence a roof evaluation in September of 2004.
14. On or about February 14, 2005, Cushman & Wakefield, Inc. received WJE Engineers & Architects, P.C.'s roof evaluation report which recommended roof replacement in varying degrees of the building at 444-450 West 56th Street, which is owned by Defendant, 444 Realty.
15. On or about March 9, 2005, Cushman & Wakefield, Inc. submitted to Enterprise a project management services proposal to oversee the roof replacement of the building at 444-450 West 56th Street, which is owned by Defendant, 444 Realty. Said proposal included the report by WJE Engineers & Architects, P.C.
16. Shortly thereafter, Cushman & Wakefield, Inc. was informed that its project management services were not required for the roof replacement of the building at 444-450 West 56th Street, which is owned by Defendant, 444 Realty.
17. Cushman & Wakefield, Inc. did not manage, oversee or facilitate any part of the recommended roof repair or replacement of the building at 444-450 West 56th Street, which is owned by Defendant, 444 Realty.
18. All work done to select, schedule and/or expedite a roofing contractor was done "in house" by employees of Enterprise in its capacity as Manager of Defendant, 444 Realty.



Sworn to me this 21st
day of December, 2007.


Notary Public
YVONNE L. VELEZ
Notary Public, State of New York
No. 41-4662173
Qualified in Queens County
Commission Expires 8/30/09

UNITED STATES DISTRICT COURT,
SOUTHERN DISTRICT OF NEW YORK

-----X
HARTFORD FIRE INSURANCE COMPANY

a/s/o Sync Sound, Inc.,

Plaintiff,

-against-

CUSHMAN & WAKEFIELD, INC, and 444 REALTY
COMPANY, LLC

Defendant(s).

: Case No. 07 CV 2998 NRB
: **AFFIDAVIT**
:
:
:

-----X
STATE OF NEW YORK)

) ss:

COUNTY OF)

Deborah Tomasi, being duly sworn deposes and says:

1. I am a Portfolio Manager at Cushman & Wakefield, Inc. I was the Portfolio Manager for the building at 444-450 West 56th Street, which is owned by defendant, 444 Realty Company, LLC, from approximately February 2004 through the date of the alleged loss, August 14, 2005.
2. On or about April 28, 2004, Cushman & Wakefield, Inc. recommended to Enterprise Asset Management, Inc., a comprehensive roofing survey of the building at 444-450 West 56th Street, which is owned by defendant, 444 Realty Company, LLC.
4. Upon approval from and on behalf of Enterprise Asset Management, Inc., Cushman and Wakefield, Inc., contacted several roofing engineer companies to evaluate the roof of the building at 444-450 West 56th Street, which is owned by defendant, 444 Realty Company, LLC.
3. WJE Engineers & Architects, P.C. was selected and given approval to commence work in September 2004.

5. On or about February 14, 2005, Cushman & Wakefield, Inc. received WJE Engineers & Architects, P.C.'s report which recommended roof replacement in varying degrees of the building at 444-450 West 56th Street, which is owned by defendant, 444 Realty Company, LLC.
6. On or about March 9, 2005, Cushman & Wakefield, Inc. submitted to Enterprise Asset Management, Inc. a project management services proposal to oversee the roof replacement of the building at 444-450 West 56th Street, which is owned by defendant, 444 Realty Company, LLC. Said proposal included the report by WJE Engineers & Architects, P.C.
7. Shortly thereafter, Cushman & Wakefield, Inc. was informed that its project management services were not required for the roof replacement of the building at 444-450 West 56th Street, which is owned by defendant, 444 Realty Company, LLC.
8. As such, Cushman & Wakefield, Inc. was not involved in the bidding process to select a roofing contractor to repair or replace the roof of the building at 444-450 West 56th Street, which is owned by defendant, 444 Realty Company, LLC.
9. Cushman & Wakefield, Inc. did not manage, oversee or facilitate any part of the recommended roof repair or replacement of the building at 444-450 West 56th Street, which is owned by defendant, 444 Realty Company, LLC.
10. Any and all repair and/or replacement of the roof of the building at 444-450 West 56th Street, which is owned by defendant, 444 Realty Company, LLC, was completed without the involvement or direct supervision of Cushman & Wakefield, Inc. employees.
10. Any and all work done to select, schedule and/or expedite a roofing contractor and/or engineer was done solely "in house" by employees of Enterprise Asset Management, Inc.

Deborah Tomasi

Sworn to me this 26th of December, 2007.

Q.V. Stern
State of NY, County of NY

ANNA VACCARO-STERN
NOTARY PUBLIC, State of New York
No. 24-4736993

Qualified in Kings County
Commission Expires November 30, 2009